

----- Forwarded message -----

From: <michael@michaelalexander.me>

Date: Wed, Dec 19, 2018 at 11:52 PM

Subject: RE: Proposed Agenda for Smash Technology

To: Jerry Ulrich <jerry.ulrich@smashsolutions.com>, Sterling Kerr <sterling@sterlingkerrlaw.com>, Sam Potter <sam.potter@smashsolutions.com>, Jerry Ulrich <me@jerryulrich.com>

JJ,

I had to send an email reply to your text as these long texts are approaching that of a novel and not easy for me to keep texting my replies and answers. I needed time to let your last Whatsapp text message sink in and for me to try and figure out why the attitude, wild accusations and outlandish conclusions.

From the words and tone of your text it seems you are beginning to feel as frustrated, confused, disappointed, let down and angry as you have been making me feel for a long time now.

I have attached my response to this email.

Please review and let me know what you would like to do to find resolution.



JJ,

I had to send an email reply to your text as these long texts are approaching that of a novel and not easy for me to keep texting my replies and answers. I needed time to let your last Whatsapp text sink in and for me to try and figure out why the attitude, outlandish accusations and conclusions.

From the words and tone of your text it seems you are beginning to feel as frustrated, confused, disappointed, let down and angry as you have been making me feel for a long time now.

You stated... "I am not moving forward another step until you guys CLEARLY identify specifically what you need to meet your commitments".

- 1) At the risk of being redundant allow me to restate what I have been requesting for months. As your equal Partner, I want and need all the "original hard tangible" financial records (not copies) including, but not limited to receipts and invoices, vendor agreements and contracts, records and documentation (bank statements) of all deposits and payments, etc.
- 2) Partners would and should provide this upon request especially partners that are supposed to be equal and especially when one is providing the source of funding.

You stated... "NO Bank Account, NO purchase agreement for the Intellectual Property, etc."

- 1) We have an Agreement for the Intellectual Property since all this began even before you finally made the decision to dissolve Smash Solutions. You contributed the Intellectual Property. I contributed the funding and took the risk and liability of doing business with you in light of the many issues, problems and mess that stem from the old Smash Solutions, etc.
- 2) Sterling has the formal agreement for the Intellectual Property and has for some time. You just need to give him the complete list and everything else he requested to be incorporated into it so he can finalize it. Just one of the many things you have failed to follow through on. I sign it to memorialize as we already have a witnessed mutual oral agreement. Sterling and I have brought this up on several occasions.
- 3) My first obligation was to pay half of Sterling's retainer to clean up and remedy your Smash Solutions problems. I did this, and your obligation was to transfer the Smash Solutions Intellectual Property and all rights in it to Smash Technology. This cleared the path for us to enter into new agreements to launch a new company that we would both contribute to. In exchange for what I was bringing, you were bringing and providing the Smash IP.
- 4) In addition, I paid half of Sterling's legal bill for the Trove Trust account for your USA BCN members.
- 5) We have access to Sterling's trust account and you were suppose to use it until we execute the final Operating Agreement and set up the Bank Account. You have delayed this by not providing Sterling or me what we have requested to finalize and legally be able to open the Bank Account, etc.

You repeated yourself and stated you want... "BANK ACCOUNTS, OPERATING AGREEMENTS, etc."

- 1) I have told you previously and repeatedly, I do not jump the gun. I do not shortcut or compromise on the integrity of doing the job correctly and legally with full disclosure and

- transparency. I do not put the cart in front of the horse, which is what leads to disaster as I have seen with your other ventures.
- 2) I am appalled you don't understand how important verified and certified financials are and why that comes first. It is all on you that we don't have it, which is holding up everything else. You are the reason and yet you are trying to shift the blame rather than own it.
 - 3) First things first and legally with full disclosure and transparency.

You stated you are... "closing funding deals everyday without my support".

- 1) First, you cannot close deals or make deals without me on behalf of Smash Technology. Therefore, I assume you are closing personal funding deals.
- 2) Second, I have provided the funding to get us here, I have stated verbally and in written communication I am ready, willing and able to continue to fund ST even if you cannot meet your obligations.
- 3) Legally you, or even myself cannot accept funds from investors without the items Sterling has informed us we need.

You stated you.... "did not have the \$20k a week needed by Feracode and no assistance came. I told you I did not have the funding for their larger payments that were due, and that critical request was ignored".

- 1) I have ignored none of this. I stepped up my demands for what is your fiduciary obligation to provide to me and waited and waited for it to transfer more money.
- 2) I have a legal right to have the "original hard tangible" financial records (not copies) including, but not limited to receipts and invoices, vendor agreements and contracts, records of all deposits and payments, bank statements, etc.
- 3) Sterling did not receive your "copies" until the week December 10th. I did not have possession of these "copies" until December 17th (8) days later, which was yesterday.
NOTE: I still don't have what I requested and have a legal right to.
- 4) You have been stalling for months and months and now are trying to distract, blame others and make excuses for your failure to produce for months and months to provide this to me.
- 5) It is really quite simple, had you respected and honored my requests, and me, we would be not be having this debate now.
- 6) What have you spent the money and coins I committed and provided to fund Smash Technology?
- 7) We can continue to move forward as I have stated I will do. Honor my simple, reasonable request and respect my legal right to have what has been requested so we can take care of everything else.

You stated.... "Sterling makes time for you but I get NO response!"

- 1) I too have to schedule his time as do all his clients. I have, and you know I have had to wait and be patient many, many times.
- 2) I have reminded you many times and strongly suggested even demanding you pay him. He has fronted the costs on all your other personal projects and you have not paid even for that, plus all his time including trying to help you collect your bad debt on your recent restaurant investment.
- 3) You owe him for all your other legal work including all your other enterprises. You requested Sterling perform work for you. This is your responsibility. He is not happy. You take advantage of him and ignoring him, fail to follow up and follow through despite his

repeated requests for documents, documentation, etc. You should be covering his costs and paying for his time and fees.

You stated... "It's past time for the agreements to be honored on your side."

- 1) I have done everything I was supposed to and more. I was to provide the financial vehicle, which became vehicle(s) plus sponsoring my leaders under these positions, which was never part of the deal. I have also made additional cash payments, which was never part of the deal either.
- 2) I have done all this and more during this genesis developmental stage of Smash Technology. Once we became operational or at least got to the Alpha stage, we agreed I would then take on a more involved active role as that is when my experience and expertise would be needed as you have stated on numerous occasions is what you needed and wanted and recognized I had.
NOTE: I have arrived earlier than agreed to take on that responsibility.
- 3) Until that time your responsibility and obligation to me was to build your Paid Easy BCN position to Mega Monster and generate sufficient volume to max out the income on the positions I pledged. You have not even built to Monster Builder on any position. I gratuitously persuaded Russ to rank you so you could get paid as a Monster Builder on your Paid Easy position, however the stipulation Russ put on it was build to that Monster rank within 6 months which is more time than leaders need. It has been almost two years. I have managed to not have your position downgraded.
- 4) In addition, you have not even hit the 50% mark falling way short of what was needed and required in volume and production and specific performance.
- 5) Your secondary duty and responsibility was to supervise and lead our development team (Ferracode). We agreed to hire Sam and I paid him to do the same, but to also review the code as you were not qualified and also test the development teams work and monitor progress and keep the development team on track, etc.

You stated... "I appreciate you as a friend and a person, but no involvement, no attending meetings, no positive contribution on your part."

- 1) Just from the forgoing facts, clearly this statement is not only derogatory but also inflammatory and without any basis or relevance to our Agreements; other than if you sincerely and genuinely mean it when you say you appreciate me as a friend and person.
- 2) Updates are appreciated, but we agreed you and Sam were the most qualified for this supervision and guidance while the development team built the platform and systems. I told you many times that was all I needed from you during this period. I was willing to trust you and Sam with these responsibilities to determine whether or not we were on track and whether or not the development team was doing the job I contracted with them for and paid them for.
NOTE: I don't need nor have I requested daily or even weekly updates.
- 3) As for attending meetings, I have incurred tremendous hard costs and invested significant time traveling back to the USA (10) times already this year to meet and reach resolution with you, the team and Sterling.
- 4) In addition, from wherever I am in the world I have always been available for phone conferences, webinars/zoom meetings, replying to your text messages and emails. Sometimes even getting up in the middle of the night.
- 5) You fail to be prepared for those meetings or deliver after the meetings what you are supposed to. This is especially true for Sterling both on behalf of the old company, the new

- company and all your other companies and enterprises. Don't take my word for it. Ask Sterling, and ask how he also feels about your failure to pay him.
- 6) When you add up all the trips, hotels and other related travel expenses just this year alone; I have out of pocket expenses of roughly \$100,000. I also fronted all the costs and related travel prior to this year trying to get Smash Solutions funded.
 - 7) Separately, I am still owed roughly 33 BTC from you since starting BCN and it is seriously past due.
 - 8) You stated I have had.... **"no involvement, no attending meetings, no positive contribution on my part"**. That is pure unadulterated horseshit and you know it. You discount and insult my contributions and I take issue with that and will not stand for it. Explain to me what **"MESSES"** I have to clean up other than your mess, which I have been helping you with. I am here to clean up your mess including the current fiasco.
 - 9) To restate again our respective roles, responsibilities and obligations at this early developmental genesis stage of this project:
 - A) We agreed, I was to provide the financial vehicle, which became vehicles. I even went further sponsoring my leaders under these positions; I have also made additional cash payments; which was never part of the deal.
 - B) We agreed, your primary responsibility and obligation to me was to build your Paid Easy BCN position to Mega Monster and generate sufficient volume to max out the income on the BCN positions I pledged.
 - C) We agreed, and you transferred the Intellectual Property from Smash Solutions to Smash Technology. Later we gave Ferracode access to this IP to start the development and build of Smash Technology.
 - D) We agreed, your secondary duty and responsibility was to supervise and lead our development team.
 - E) We agreed, once we became operational or at least got to the Alpha stage I would then take on a more involved active role. That as you have said and written many times is when my experience and expertise would be needed.

NOTE: We are NOT operational and functioning yet as a company in the marketplace.

You stated you are ... **"beyond exhausted hearing everything you have done wrong with everything I have requested"**.

- 1) All you have been hearing is my SAME request.... **"original hard tangible"** financial records (not copies) including, but not limited to receipts and invoices, vendor agreements and contracts, records of all deposits and payments, bank statements, etc.
- 2) Only now have I brought up my frustration and disappointment with the failed BCN performance, which has not come close to producing even half of the earnings, that I was supposed to receive.
- 3) Even if you combine all the collective earnings from both Uberfund and Centurion, it does not even equal what my half should have been, leaving you with frankly nothing if specific performance had been spelled out and adhered to rather than assumed.

You stated you ... **"wanted and requested a business partner with excellent operational skills and one who could assist with the day to day business"**.

- 1) Need I remind you we are not operational and have not even reached Alpha stage deployment?
- 2) Yet here I am... ready, willing and able to do what I am best at.

- 3) Privately and publically you have edified me and extolled my extensive experience, skills, expertise, and many relationships and resources that would be needed.

I also agree with you as you stated... "When we have a plan to fix these issues, we can move forward".

- 1) That is why I made yet another trip as we agreed to meet in Las Vegas this week.
- 2) You canceled, which I don't understand
- 3) You cancelled the meeting with Sterling today.
- 4) Sterling wanted to try and help us resolve these issues.
- 5) I sent you an outline for Agenda as you requested for this weeks multiple scheduled meetings.
- 6) You were to send me yours. I still don't have it.

NOTE: From reading your text messages and then me taking the time to answer all your text messages and also emails in lieu of meeting in order to address everything and find resolution does not make sense to me. From where I stand, the priority is getting us past all this and finding resolution if you want to move forward.

QUESTION: It seems you do not want to move forward? Is that correct? Anyone reviewing the communication and the issues you bring up...I feel could only draw that conclusion!

Another QUESTION: All this you bring up in your recent communications, in this last text, this attitude and your unwillingness to be accountable to me, to respect me has left me wondering?

Another QUESTION: Maybe you want to buy me out or have one of your new investors buy me out? You don't appear to want a partner that holds you responsible and accountable and you don't appreciate what I have done for you and this project.

Another QUESTION: Perhaps this is best to buy me out? I am open and willing to discuss this...

You stated... "EVERY INVESTOR in SMASH would have jumped through every hoop to get it. You seem to forget that I walked away from my potential investor in Florida to work out this partnership with you".

- 1) First, you did not walk away from the Florida investor!
- 2) For the record and on the record, you did not walk away from the investor in Florida. I brought that investor to us and he walked away from you. I can get him on the phone anytime if you want to hear it again from him.
- 3) Had that funding materialized, I was owed a 15 million dollar commission plus my equity.
- 4) I exhausted every possible funding option including the unconventional options, as did you.

NOTE: From my recollection and our communication log: you were worried about losing your home at that time. Without funding you did not even have the money to keep the servers on for Smash Solutions. You were frantic and begging to get them paid so you would not lose the IP, etc. residing on those servers and to be able to keep the tiny revenue Smash Solutions generates and the online presence for Smash Solutions.

QUESTION: What agreements on my side have I not honored? You stated... "I have not honored my agreements."

- 1) You are and have been in DEFAULT!
- 2) You are the one not honoring your Agreements. I have heard this from everyone you do business with. Now I have experienced myself.
- 3) You have selective memory. Thank God Tatiana has recorded all our meetings and she put the automatic recorder on my phone that records all my phone conversations.
- 4) I have spelled out countless times what you have not honored and have been in default, including those in this response.
- 5) When are you going to repay me my BTC from Uberfund, which was due no later than April 2018.
- 6) When are you going to transfer as I have requested countless times the BTC I advanced to Tom Ashlock that he sent to you to forward to me?
- 7) The sad thing is what I requested was easy to supply and not unreasonable.
- 8) Regardless, I have remained and still I am your friend. I have been civil and patient to a fault. I have bit my tongue.
- 9) You are in default in your responsibilities and obligations to me to build your Paid Easy BCN position to Mega Monster and generate sufficient volume to max out the income on the positions I pledged to fund Smash Technology. You have failed to do that.

I do agree with one thing you stated, "we do not operate well as partners."

- 1) Certainly up to this point this is true as far as this ST project.
- 2) Partners must have 100% transparency between them and are responsible and accountable to one another. You have not given me that.
- 3) My request for proper verified, certified financials has went on for months and months resulting in me waiting and waiting.
- 4) We still have to wait on getting that handled as you failed to produce in a timely and responsible manner.
- 5) I told you I would pay for it and still you did not provide and only now recently you finally produced "copies" which were only recently delivered to Sterling the week of December 10th, rather than to me as requested. Upon my arrival back from Bali and Tatiana's family wedding, I was able to pick up the package this week on Tuesday 12/18/18
- 6) I am legally entitled to this and don't understand why unless you are hiding something from me that I never received it and had to wait for such a long time.
- 7) I want to know when, where, to whom and why my money was spent on whatever you spent it on. I know what I authorized and signed contracts for which is not much to keep up with.
- 8) As of today December 18, 2018 we have paid Ferracode a total of \$462,000 which takes us up to the Alpha launch
- 9) For the record and on the record, I am responsible for the majority of the funding for Smash Technology up to this point. From your own excel spreadsheet you produced and I received the first week of October 2018, my (2) BCN positions have contributed a total of \$258,736.80. In addition, I have sent to you two separate money wires. The first one was in the amount of \$60,000 USD. The second one was in the amount of \$30,000 USD.
- 10) I have reviewed and I am currently having a second set of eyes review the "copies" and verify everything. Much of what I reviewed is not an authorized expense.
- 11) We agreed, I would contract with and pay Ferracode to develop and build the new technology for Smash Technology. That is an authorized expense and I signed the contract with Ferracode.
- 6) We agreed, I would contract with and pay Sam to communicate with the Ferracode development team to lead, direct, supervise them, review the code and also test the

Ferracode development teams work and monitor progress and keep the development team on track, etc. That is an authorized expense for ST.

- 12) We agreed, I would contract with the server and hosting company when we needed these resources. That was to be an authorized expense, but you never informed me when we needed to start incurring this cost and never had me sign the agreement/contract. I am the only authorized party to sign and obligate Smash Technology.
- 13) Any expenses we did not mutually agree on and was not authorized by me is not an authorized expense for Smash Technology and should not be included in Smash Technology financials.
- 14) Legally you cannot contract, sign on behalf of ST and cannot obligate Smash Technology

On a lighter note, your last comment I found quite ironic and actually made me laugh. This is the first time you have requested this, but lets not delay or make excuses. I will not insult you with a summary or spreadsheet or keep you waiting. We should meet immediately and login to the accounts and let you copy and paste the history so you can see with absolute transparency as you requested a "FULL ACCOUNTING" of all money received in all other areas of the comp plan, binary bonus, check match, infinity bonus etc."

- 1) I have two teams that I have sponsored that have created volume under positions that we agreed to share in exchange for your supporting them.
- 2) I have several others ready to join
- 3) I placed a position above each of them for us so that future volume and business development could benefit us.
- 4) You will see they have not created that much volume. Certainly not millions as you think.
- 5) The volume they have created is banking in the binary, but not paying any binary checks as it takes two legs. This is not a one leg binary. Sponsor a second leg to make the binary pay.
- 6) There are no level-up coded bonuses as the positions that sponsored my leaders have built nothing, therefore no level up coded bonuses as they have only one recruited member in Team One.
- 7) They do not even have a Team Two, which starts once you sponsor the third member who purchases a mining contract, which is needed to start collecting a level up bonus.
- 8) There is a little money from the \$10.00 check match, but not much as they are still miners and only get paid two levels of check match. Frankly, the teams have not really taken off yet so there are not many matches. The few there have been are below the second level and therefore no check match earned as the position is still the rank of Miner.